

# EXHIBIT 18

**PUBLIC VERSION - CONFIDENTIAL MATERIAL OMITTED**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

RYANAIR DAC,

Plaintiff,

v.

BOOKING HOLDINGS INC., KAYAK  
B.V., KAYAK SOFTWARE  
CORPORATION, PRICELINE.COM LLC,  
and AGODA COMPANY PTE. LTD,

Defendants.

C.A. No. 20-01191-WCB

**KAYAK SOFTWARE CORPORATION'S THIRD AMENDED AND  
SUPPLEMENTAL RESPONSES AND OBJECTIONS TO  
PLAINTIFF RYANAIR DAC'S INTERROGATORRY NO. 4**

OF COUNSEL:

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Kristine Forderer  
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*Attorneys for Defendants*

schedules and fares displayed on the public Ryanair website.

**12.** Kayak objects to Plaintiff's Definition of "Refer," "reflect," "relating," and "evidencing" and to all Interrogatories containing those terms, as overbroad, unduly burdensome, vague, and ambiguous, and to the extent those Definitions would impose upon Kayak an obligation in excess of what is called for by the Federal Rules of Civil Procedure. Kayak further objects to the extent those terms require subjective judgment on the part of Kayak and its attorneys and would require a conclusion or opinion of counsel in violation of the attorney work product doctrine.

### **III. SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES**

#### **INTERROGATORY No. 4:**

Identify each and every Ryanair flight sold on or through your website from January 2018 to present, including but not limited to when the flight was sold, where the flight originated from, where the flight was going to, the date and time of travel, the passenger name record ("PNR"), and what technology or API was used to facilitate the transaction.

#### **RESPONSE TO INTERROGATORY No. 4:**

In addition to the foregoing general objections, which Kayak incorporates by reference, Kayak specifically objects to this Interrogatory on the grounds that: (1) it is vague and ambiguous as it relies on the undefined phrase "sold on or through your website"; (2) it is overly broad and unduly burdensome to the extent it requires Kayak to identify voluminous information related to "each and every Ryanair flight" for a period of over five years; (3) it is overly broad and seeks information not reasonably calculated to lead to the discovery of admissible evidence, including "when the flight was sold, where the flight originated from, where the flight was going to, the date and time of travel, [and] the passenger name record"; (4) it is compound, complex, and contains multiple subparts; and (5) it seeks information outside of Kayak's possession, custody, or control.

Subject to the foregoing General Responses, and subject to and without waiving any of its General and Specific Objections, Kayak responds as follows:

Attached as Exhibit A is a HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY document showing the number of Ryanair flights sold through a Kayak Whisky booking each day from September 1, 2018 to April 30, 2023, including the date, departure airport and time, arrival airport and time, and the third party who made the booking.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

In addition to the foregoing general objections, which Kayak incorporates by reference, Kayak specifically objects to this Interrogatory on the grounds that: (1) it is vague and ambiguous as it relies on the undefined phrase “sold on or through your website”; (2) it is overly broad and unduly burdensome to the extent it requires Kayak to identify voluminous information related to “each and every Ryanair flight” for a period of over five years; (3) it is overly broad and not reasonably calculated to lead to the discovery of admissible evidence, including “when the flight was sold, where the flight originated from, where the flight was going to, the date and time of travel, [and] the passenger name record”; (4) it is compound, complex, and contains multiple subparts; (5) it seeks information outside of Kayak’s possession, custody, or control; and (6) it seeks information, including the information of third parties, that is confidential, proprietary, or otherwise subject to trade secret protection.

Subject to the foregoing General Responses, and subject to and without waiving any of its General and Specific Objections, Kayak responds as follows:

**RESPONSE CONTAINS HIGHLY CONFIDENTIAL INFORMATION SUBJECT TO THE COURT'S JULY 21, 2023 ORDER (D.I. 192) BELOW**

[REDACTED]

[REDACTED]

**AMENDED SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

The image consists of a series of horizontal black bars of varying lengths, arranged vertically. The top bar is the longest and spans most of the width of the frame. Below it are several shorter bars, with one notably short bar near the bottom center. These bars likely represent redacted text or sensitive information in a document.

**RESPONSE CONTAINS HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY  
INFORMATION AND INFORMATION SUBJECT TO THE COURT'S JULY 21, 2023  
ORDER (D.I. 192) BELOW**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**THIRD SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

In addition to the foregoing general objections, which Kayak incorporates by reference, Kayak specifically objects to this Interrogatory on the grounds that: (1) it is vague and ambiguous as it relies on the undefined phrase “sold on or through your website”; (2) it is overly broad and unduly burdensome to the extent it requires Kayak to identify voluminous information related to “each and every Ryanair flight” for a period of over five years; (3) it is overly broad and not reasonably calculated to lead to the discovery of admissible evidence, including “when the flight was sold, where the flight originated from, where the flight was going to, the date and time of travel, [and] the passenger name record”; (4) it is compound, complex, and contains multiple subparts; (5) it seeks information outside of Kayak’s possession, custody, or control; and (6) it seeks information, including the information of third parties, that is confidential, proprietary, or otherwise subject to trade secret protection.

Subject to the foregoing General Responses, and subject to and without waiving any of its General and Specific Objections, Kayak responds as follows:

**RESPONSE CONTAINS HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY INFORMATION BELOW**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

OF COUNSEL:

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[akasner@cooley.com](mailto:akasner@cooley.com)

/s/ Tyler E. Cragg  
Jeffrey L. Moyer (#3309)  
Tyler E. Cragg (#6398)  
Richards, Layton & Finger, P.A.  
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(302) 651-7700  
[moyer@rlf.com](mailto:moyer@rlf.com)  
[cragg@rlf.com](mailto:cragg@rlf.com)

*Attorneys for Defendants*

Dated: September 27, 2023

**CERTIFICATE OF SERVICE**

I hereby certify that on September 27, 2023, a true and correct copy of the foregoing document was caused to be served on the following counsel of record in the manner indicated.

**BY ELECTRONIC MAIL**

R. Touhey Myer  
Kratz & Barry LLP  
800 N. West Street  
Wilmington, Delaware 19801  
(302) 527-9378  
tmyer@kratzandbarry.com

**BY ELECTRONIC MAIL**

R. David Donoghue  
Anthony J. Fuga  
HOLLAND & KNIGHT LLP  
150 N Riverside Plaza, Suite 2700  
Chicago, IL 60606  
(312) 263-3600  
david.donoghue@hklaw.com  
anthony.fuga@hklaw.com

*/s/ Tyler E. Cragg*

\_\_\_\_\_  
Tyler E. Cragg (#6398)

**VERIFICATION**

I, Alexandria Weltert, declare:

1. I have been authorized by Kayak Software Corporation (“Kayak”) to make this verification as to Kayak’s Third Amended and Supplemental Responses and Objections to Plaintiff Ryanair DAC’s Interrogatory No. 4.

2. I have read the foregoing and am familiar with the contents thereof. Certain matters set forth therein are not within my personal knowledge. Insofar as there are facts included based on a composite of information from other individuals, I am informed and believe that the information set forth therein, and for which I lack personal knowledge, is true and correct.

3. Said responses and objections were prepared with the assistance of counsel for Kayak upon whom I have relied. The responses set forth therein, subject to inadvertent and undiscovered errors, are based upon and necessarily limited by the records and information still in existence, presently recollected, and thus far discovered in the course of preparation of these responses to the Interrogatories. Subject to the limitations as set forth herein, said responses are true to the best of my knowledge, information, and belief.

4. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

//  
//

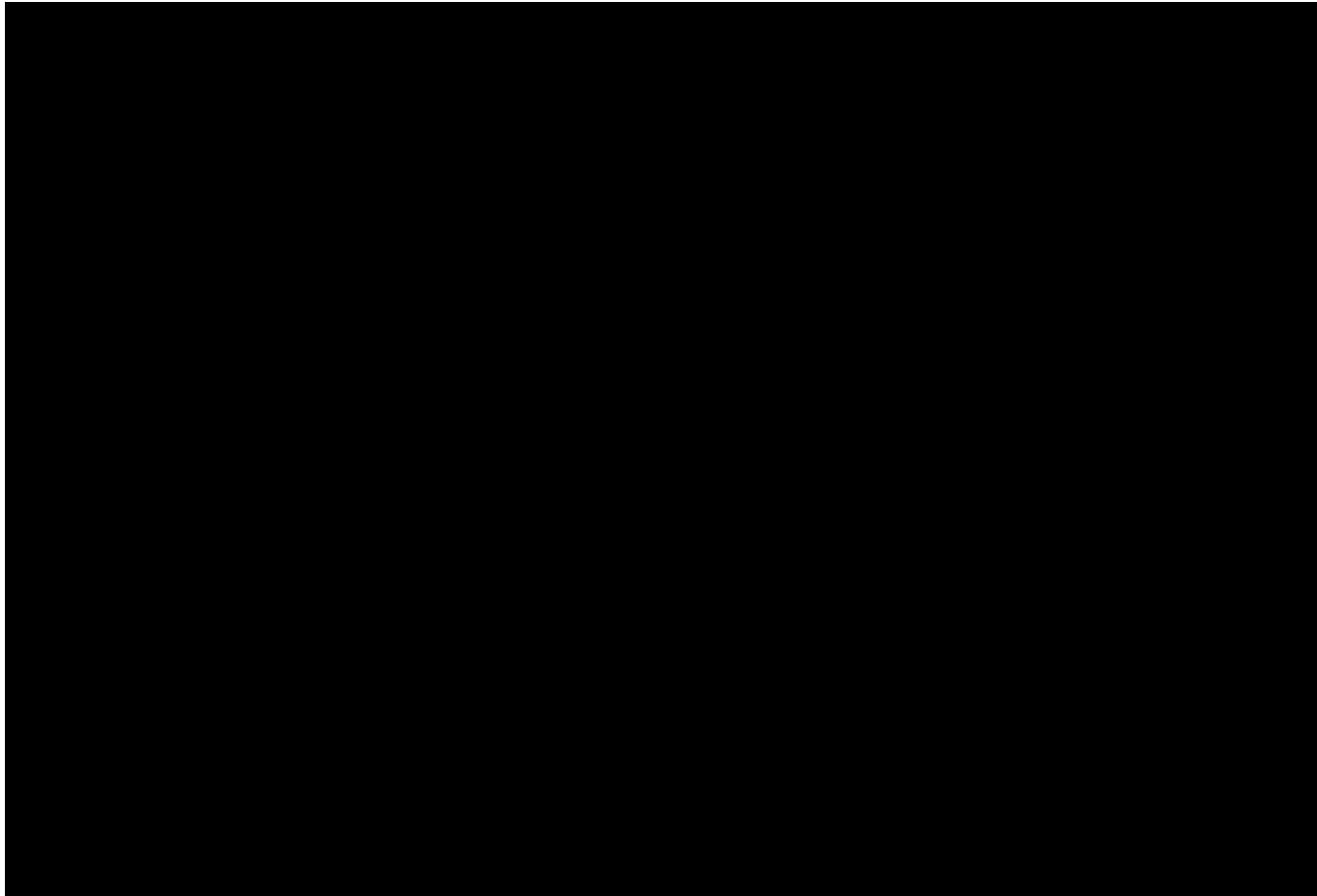
Executed this 27th day of September, 2023.

*Alexandria Weltert*

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Alexandria Weltert

## **EXHIBIT C**



# EXHIBIT 19

**PUBLIC VERSION - CONFIDENTIAL MATERIAL OMITTED**

Page 1

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE DISTRICT OF DELAWARE

3                   RYANAIR DAC,

4                   Plaintiff,

5                   v.

C.A. No.

6                   BOOKING HOLDINGS INC.,                   20-1191-LPS

7                   BOOKING.COM B.V., KAYAK SOFTWARE

8                   CORPORATION, PRICELINE.COM LLC,

9                   and AGODA COMPANY PTE. LTD.,

10                  Defendants.

11

12                   VIDEOCONFERENCE HEARING

13                  DATE:                   Tuesday, September 12, 2023

14                  TIME:                   1:59 p.m.

15                  BEFORE:               Honorable William Bryson

16                  LOCATION:           Remote Proceeding

17   Howard T. Market National Courts Bldg.

18   717 Madison Place, Northwest

19   Washington, D.C. 20439

20                  REPORTED BY:           Andrew Weader, Notary Public

21                  JOB NO.:              6100800

22

23

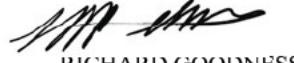
24

	Page 2		Page 4	
1	A P P E A R A N C E S		1	A P P E A R A N C E S (Cont'd.)
2	ON BEHALF OF PLAINTIFF RYANAIR DAC:		2	ON BEHALF OF DEFENDANTS BOOKING HOLDINGS INC.,
3	TOHEY MYER, ESQUIRE (by videoconference)		3	BOOKING.COM B.V., KAYAK SOFTWARE CORPORATION,
4	Kratz & Barry LLP		4	PRICELINE.COM LLC, AND AGODA COMPANY PTE. LTD.:
5	800 North West Street		5	TYLER CRAGG, ESQUIRE (by videoconference)
6	Wilmington, DE 19801		6	Richards, Layton & Finger, P.A.
7	tmyer@kratzandbarry.com		7	One Rodney Square, 920 North King Street
8	(302)527-8378		8	Wilmington, DE 19801
9			9	cragg@rfl.com
10	CYNTHIA GIERHART, ESQUIRE (by videoconference)		10	(302)651-7570
11	Holland & Knight		11	
12	800 17th Street NW		12	KRISTINE FORDERER, ESQUIRE (by videoconference)
13	Washington DC 20006		13	Cooley LLP
14	cynthia.gierhart@hklaw.com		14	3 Embarcadero Center, 20th Floor
15	(202)469-5416		15	San Francisco, CA 94111
16			16	kforderer@cooley.com
17	ANTHONY FUGA, ESQUIRE (by videoconference)		17	(415)693-2128
18	Holland & Knight LLP		18	
19	150 North Riverside Plaza, Suite 2700		19	JOHN HEMANN, ESQUIRE (by videoconference)
20	Chicago, IL 60603		20	Cooley LLP
21	anthony.fuga@hklaw.com		21	3 Embarcadero Center, 20th Floor
22	(312)715-5771		22	San Francisco, CA 94111
23			23	jhemann@cooley.com
24			24	(415)693-2038
	Page 3		Page 5	
1	A P P E A R A N C E S (Cont'd.)		1	E X H I B I T S
2	ON BEHALF OF PLAINTIFF RYANAIR DAC:		2	NO. DESCRIPTION
3	JI MAO, ESQUIRE (by videoconference)		3	Plaintiff:
4	Holland & Knight		4	(None marked.)
5	31 West 52nd Street 12th Floor		5	
6	New York, NY 10019		6	NO. DESCRIPTION
7	ji.mao@hklaw.com		7	Defendant:
8	(212)513-3420		8	(None marked.)
9			9	
10	WILLIAM OLIVER, ESQUIRE (by videoconference)		10	
11	Holland & Knight		11	
12	10 Saint James Avenue, 11th Floor		12	
13	Boston, MA 02116		13	
14	william.oliver@hklaw.com		14	
15	(617)573-5863		15	
16			16	
17			17	
18			18	
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21			21	
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24			24	

<p style="text-align: right;">Page 6</p> <p>1           P R O C E E D I N G S</p> <p>2           THE COURT: Good afternoon. This is</p> <p>3        Judge Bryson. Do we have a court reporter on the</p> <p>4        line?</p> <p>5           THE REPORTER: Yes, Your Honor. This</p> <p>6        is Andrew Weader once again --</p> <p>7           THE COURT: Ah, hello, Mr. Weader.</p> <p>8           THE REPORTER: Good afternoon, Your</p> <p>9        Honor.</p> <p>10          THE COURT: Yes. Okay. Good</p> <p>11         afternoon. Morning, afternoon, and I hope not</p> <p>12         evening.</p> <p>13          So we are here on Ryanair against</p> <p>14        Booking Holdings, number 20-1191, a discovery dispute.</p> <p>15        Who's going to speak for -- well, tell me who the</p> <p>16        parties are and who the attorneys are for each of the</p> <p>17        parties. For Ryanair?</p> <p>18          MR. MYER: Good afternoon, Your</p> <p>19        Honor -- apologies. Good afternoon, Your Honor. This</p> <p>20        is Touhey Myer from Kratz and Barry on behalf of</p> <p>21        Ryanair DAC. And also appearing with me today is</p> <p>22        Cindy Gierhart, Anthony Fuga, Ji Mao, and William</p> <p>23        Oliver from Holland and Knight. And Ms. Gierhart will</p> <p>24        be addressing the Court today.</p>	<p style="text-align: right;">Page 8</p> <p>1        you know, particular element of the CFAA claims, we</p> <p>2        have a few different -- at least we've seen some</p> <p>3        emails, exchanged communications directly with the</p> <p>4        CEOs, where the CEOs mention Ryanair by name,</p> <p>5        inquiring whether they have authorization, how they're</p> <p>6        doing it. There's a conversation with Mr. Hafner at</p> <p>7        Kayak, for example, between him and Mr. Guerrero at</p> <p>8        booking.com where he sort of says, "How are we</p> <p>9        treating these airlines where we don't -- where we're</p> <p>10       not permitted to sell them?"</p> <p>11          And Mr. Hafner says, you know, "One</p> <p>12        option is to do it anyway, and there's some risks" --</p> <p>13          THE COURT: Now my understanding</p> <p>14        from -- the email's a little unclear on that, but I</p> <p>15        thought that, in the case of Hafner, the particular</p> <p>16        email seemed to suggest that he was asking the</p> <p>17        question and that there was a response being given</p> <p>18        after that. It was unclear to me. That was on, I</p> <p>19        think, Exhibit C on the second page, I believe, of</p> <p>20        that exhibit. There's a question. And then what</p> <p>21        looks like an answer to the question. Is that all</p> <p>22        part of his question, do you know?</p> <p>23          MS. GIERHART: I think they are</p> <p>24        separate. I obviously don't know, and part of the</p>
<p style="text-align: right;">Page 7</p> <p>1           THE COURT: Okay. And how about for</p> <p>2        the defendants?</p> <p>3           MR. CRAGG: Good afternoon, Your Honor.</p> <p>4        This is Tyler Cragg at Richards, Layton, and Finger on</p> <p>5        behalf of defendants. And I have with me John Hemann</p> <p>6        and Kristine Forde of Cooley, and Kristine Forde</p> <p>7        will be giving argument today.</p> <p>8           THE COURT: Okay. Why don't we then</p> <p>9        proceed to hear from the plaintiffs? Ms. Gierhart,</p> <p>10       you're going to carry the ball for the plaintiffs, I</p> <p>11       hear?</p> <p>12          MS. GIERHART: Yes, Your Honor.</p> <p>13          THE COURT: All right. Why don't you</p> <p>14        go ahead? As you address the Court, if you would</p> <p>15        focus on what evidence you have that the particular</p> <p>16        four individuals that you've noted for deposition have</p> <p>17        unique and personal information pertinent to this</p> <p>18        case.</p> <p>19          MS. GIERHART: Yes, Your Honor. So the</p> <p>20        relevance that we've identified that these defendants</p> <p>21        have unique knowledge about is specifically related to</p> <p>22        Ryanair's CFAA claims requiring that Ryanair show that</p> <p>23        Defendants had knowledge of or intentionally committed</p> <p>24        unauthorized access of Ryanair computers. So on that,</p>	<p style="text-align: right;">Page 9</p> <p>1        deposition might be asking these questions, you know,</p> <p>2        "What did you say? What was the response?" But I do</p> <p>3        think there's, you know, sort of when somebody asks</p> <p>4        the question and there's a response in line -- the</p> <p>5        email above says, you know, "Quick answers below." So</p> <p>6        I do think it's a question and answer session --</p> <p>7          THE COURT: Yeah, well -- if that's so,</p> <p>8        then it seems to me that the fact that someone is</p> <p>9        asking a question may be a pretty good indication that</p> <p>10       they are certainly not the person that has the</p> <p>11       information that's being sought, and that it certainly</p> <p>12       isn't unique to them because they're seeking that</p> <p>13       information from another party, and therefore the</p> <p>14       information they have is, at minimum, shared by the</p> <p>15       other party. If I'm reading the email the way it</p> <p>16       seems to read, that would seem to be an inference that</p> <p>17       I would draw.</p> <p>18          MS. GIERHART: Well, I think part of</p> <p>19        the follow-up we'd like to ask to these emails is, it</p> <p>20        seems like maybe this is the first point in time --</p> <p>21        these are at the start of when these parties started</p> <p>22        selling Ryanair flights. So I think there were</p> <p>23        questions in the beginning. We would want to know</p> <p>24        what followed after this. So now Mr. Hafner has</p>

<p>1 category from the other three?</p> <p>2 MS. FORDERER: Because the extent to</p> <p>3 which this case is technical has to do with the way</p> <p>4 that Ryanair's website is accessed, the way that the</p> <p>5 flights are procured. And Kayak -- there's no dispute</p> <p>6 about this. Kayak is not accessing Ryanair's website</p> <p>7 to get these flights. Kayak's contract partners are</p> <p>8 doing that. And, I mean, Plaintiffs themselves sought</p> <p>9 depositions of the contract partners for very reason,</p> <p>10 and justified those depositions on the basis that</p> <p>11 these are the only parties that have that information.</p> <p>12 Only they know the technical details of whether</p> <p>13 there's authorization in the access to the protected</p> <p>14 computer and the elements of the CFAA claim. The CTO</p> <p>15 of Kayak is the CTO of Kayak. Kayak hires somebody to</p> <p>16 do this for them. It's not -- the fact that he has</p> <p>17 technical knowledge generally that we can assume</p> <p>18 because he's a CTO doesn't mean that he knows the ins</p> <p>19 and outs of how a third party is affecting access to</p> <p>20 the website.</p> <p>21 And frankly, they had, you know, a full</p> <p>22 day of deposition with Kayak's director of engineering</p> <p>23 who answered every single question they asked about</p> <p>24 anything technical Kayak-related. I can't imagine</p>	<p>Page 34</p> <p>1 these companies, and those are the people that Ryanair</p> <p>2 either is going to have access to or already has had</p> <p>3 access to. It's not the CEOs and the CTO of these</p> <p>4 companies, of the companies that are far far above the</p> <p>5 question of whether they're working together to obtain</p> <p>6 flights from a particular airline out of hundreds of</p> <p>7 airlines that these companies offer.</p> <p>8 THE COURT: So I'm guessing that you</p> <p>9 will agree that there was an agreement between the</p> <p>10 defendants and the aggregators, or the other parties,</p> <p>11 the third-parties as referred to in the complaint, but</p> <p>12 just that the agreement was to do something that was</p> <p>13 legal and not illegal, and therefore doesn't count as</p> <p>14 a conspiracy, within the meaning of the statute. Is</p> <p>15 that right?</p> <p>16 MS. FORDERER: Well, yeah -- and we've</p> <p>17 produced the contracts with the third parties. So we</p> <p>18 have -- the defendant has a contract with the third</p> <p>19 party to provide, you know, fares and schedules and to</p> <p>20 book flights. And the third party, when somebody goes</p> <p>21 on our website and tries to book a flight, the third</p> <p>22 party does that for us -- and so -- but there is an</p> <p>23 agreement --</p> <p>24 THE COURT: The dispute in case, then,</p>
<p>Page 35</p> <p>1 that there's a question that, you know, Mateo Brunei</p> <p>2 [ph] who testified for them, and again they didn't</p> <p>3 even use their full time with him, couldn't answer.</p> <p>4 There's no reason why they need the CTO for this.</p> <p>5 THE COURT: What do you think -- what</p> <p>6 would you say in response to Ms. Gierhart's argument</p> <p>7 that, for purposes of the knowledge and intent</p> <p>8 requirement and the conspiracy charges, it is</p> <p>9 important to obtain testimony as to the level of</p> <p>10 knowledge of the people at the top of the</p> <p>11 organizations?</p> <p>12 MS. FORDERER: So I don't -- I think --</p> <p>13 to prove conspiracy, there needs to be an underlying</p> <p>14 violation, a knowing agreement with another party to</p> <p>15 commit an unlawful act, and concerted or common action</p> <p>16 in furtherance of the unlawful act. So none of that</p> <p>17 says, "And the CEO of the company must be in on it."</p> <p>18 Right? There's no -- as you pointed out, there's no</p> <p>19 requirement, and Ryanair certainly doesn't want there</p> <p>20 to be a requirement that it has to come from the top.</p> <p>21 I think, if there's a conspiracy, which of course</p> <p>22 we're going to argue that there isn't, and there</p> <p>23 isn't, if there's a conspiracy, it's going on with the</p> <p>24 people who are involved in the flights business at</p>	<p>Page 35</p> <p>1 is not over whether there was an agreement. It is</p> <p>2 whether or not the conduct was unlawful. Right --</p> <p>3 MS. FORDERER: Yeah. I mean -- nobody</p> <p>4 is disputing --</p> <p>5 THE COURT: Is that what it comes down</p> <p>6 to?</p> <p>7 MS. FORDERER: Correct. Yeah, nobody</p> <p>8 is disputing that there is an agreement. And, I mean,</p> <p>9 the conspiracy element in the CFAA is a vicarious</p> <p>10 liability angle; right? It's saying you don't have to</p> <p>11 violate the CFAA yourself. You can be liable if you</p> <p>12 conspire. You can be liable if you attempt to commit.</p> <p>13 As you ruled before, they've got a vicarious liability</p> <p>14 theory and that, at least at the pleading, was a</p> <p>15 viable theory. So there's no -- this just isn't</p> <p>16 really in dispute in my view. I don't see how it's --</p> <p>17 we have agreements with third parties. We've produced</p> <p>18 those to them. The people that they're asking to</p> <p>19 depose are not connected to those agreements, are not</p> <p>20 particularly knowledgeable about those agreements.</p> <p>21 We've given them depositions of the people that are.</p> <p>22 They've asked for more. We're going to give them. I</p> <p>23 just -- I don't see anything in this record that</p> <p>24 justifies deposing the CEOs of any of these companies</p>

<p style="text-align: right;">Page 38</p> <p>1 or the CTO of Kayak.</p> <p>2 THE COURT: All right. If there's 3 anything else you wanted to comment on, you may now, 4 and then I will turn back to Ms. Gierhart for some 5 final thoughts.</p> <p>6 MS. FORDERER: I guess the only other 7 point that I would make is that there's a lot of 8 discussion about -- you know, I guess if Your Honor is 9 inclined in any way to grant these that, you know, 10 please take another look at the statute; right? When 11 they're talking about intent and knowledge, the way 12 that the statute is using intent is intentionally 13 accessing a computer without authorization. 14 Intentionally accessing a protected computer. There 15 is no dispute that the access here is intentional; 16 right? You don't need to talk to the CEO of Booking 17 Holdings to understand that somebody is accessing the 18 Ryanair website on purpose --</p> <p>19 THE COURT: That's pretty much the 20 point I was making, I think --</p> <p>21 MS. FORDERER: Yeah.</p> <p>22 THE COURT: -- at least my questioning 23 of Ms. Gierhart with respect to both intent and 24 conspiracy -- so I understand that point. Yeah. All</p>	<p style="text-align: right;">Page 40</p> <p>1 and I'm quoting, "The apex doctrine does not represent 2 an exception to the rule that a party seeking to quash 3 has subpoena bears a heavy burden of demonstrating 4 that the subpoena represents an undue burden."</p> <p>5 So I think to sort of quickly -- my 6 understanding of who had the burden and what this 7 means, I think the confusion a little bit is in the 8 term "Rebuttable presumption," and I think it's a bit 9 of a misnomer as it's been used in the case law.</p> <p>10 There are other cases that don't even use the -- 11 analyzing the apex doctrine, they don't use the word 12 "Rebuttable presumption." They just sort of say 13 there'll be two factors, and the burden is on the 14 party moving to quash or moving for a protective order 15 and they just have these two factors.</p> <p>16 Some cases mention a rebuttable 17 presumption. I truly think that's just a misnomer and 18 what it means is, you know, it's still your burden, 19 because even the cases that use rebuttable presumption 20 like this one, still says it's the other party's 21 burden, the party moving to quash. I think what they 22 mean is just it's your burden. We're just going to 23 give you a head start. So you don't have to prove 24 there's an undue burden. That's assumed, and then</p>
<p style="text-align: right;">Page 39</p> <p>1 right.</p> <p>2 MS. FORDERER: Okay. Excellent. So I 3 mean, I think we should -- I think if you're inclined 4 to grant any of them -- I mean, I think that we can -- 5 I would be happy to talk through with you as you did 6 with Ms. Gierhart the specific evidence on each one, 7 because I think the evidence that they've put forward 8 on each executive is extremely weak, and as you 9 pointed out, shows maybe the opposite of what they'd 10 like it to show. It shows that the executives are 11 asking questions of, in large part, Marcos Guerrero 12 who they have already deposed and didn't even use 13 their full time with. They didn't show him those 14 emails that they've attached to their brief.</p> <p>15 THE COURT: All right. Okay. Let me 16 go back to Ms. Gierhart and give her a chance to make 17 some final observations.</p> <p>18 MS. GIERHART: Thank you, Your Honor. 19 Just a few points. I'll try to be brief. On the 20 burden issue, I just wanted to point out the quote 21 that both I and Ms. Forderer cited, or the case, the 22 Galmines case, where Ms. Forderer said she understands 23 rebuttable presumption logically would mean it's an 24 exception to the rule. That case specifically says,</p>	<p style="text-align: right;">Page 41</p> <p>1 continue on. It's still your burden of proof, the 2 next two elements. So that's my understanding on 3 burden.</p> <p>4 Two other points. On what we were just 5 discussing, the conspiracy and the intent. I think -- 6 they say, you know, intent's not at issue, that that's 7 admitted. I think there's just some exploration. I 8 simply am expecting that in a summary judgment, 9 they're going to say something different and they're 10 going to say, "Well, sure, intentional, you know -- we 11 didn't accidentally access the computer, but we didn't 12 intentionally, you know, act unauthorized -- we didn't 13 know it was unauthorized, because we thought it 14 was" -- I just don't expect them to, you know, simply 15 say, "Oh, sure, you've met this element." I think 16 we'd like to explore what is the understanding of not 17 just, "Yes, we are knowingly selling Ryanair flights," 18 but did you do it knowingly, knowing it was 19 unauthorized --</p> <p>20 THE COURT: That's the question, and 21 it's I think probably the only question having 22 anything to do with intent, and this is, look. I 23 don't think anybody's going to dispute that they acted 24 intentionally. That is, they did the act that you're</p>

<p style="text-align: right;">Page 46</p> <p>1 the parties, and I thank the court reporter for 2 sitting with us. Any other questions? Anything that 3 you need to raise?</p> <p>4 MS. FORDERER: Not from our end, Your 5 Honor. Thank you very much.</p> <p>6 MS. GIERHART: I don't think so, Your 7 Honor. Thank you.</p> <p>8 THE COURT: All right. I will stay on 9 the line, as I did this morning, Mr. Weader, for a 10 minute or two if you need help with any of the names 11 or any of the statements that were made. Anything 12 that I can help you with, but setting that aside, we 13 are adjourned.</p> <p>14 THE REPORTER: Perfect -- thank you, 15 Your Honor. Court reporter Andrew Weader. I will 16 need a few spellings, but just in the meantime, 17 plaintiff and defense counsel, did you want a copy of 18 the transcript at this time?</p> <p>19 MS. FORDERER: Yes, please.</p> <p>20 MS. GIERHART: And same for us. This 21 is Ms. Gierhart.</p> <p>22 THE REPORTER: You got it. Thank you. 23 We are off the record at 2:52 p.m.</p> <p>24</p>	<p style="text-align: right;">Page 48</p> <p>1 CERTIFICATE OF DEPOSITION OFFICER 2 I, ANDREW WEADER, the officer before whom 3 the foregoing proceedings were taken, do hereby 4 certify that any witness(es) in the foregoing 5 proceedings, prior to testifying, were duly sworn; 6 that the proceedings were recorded by me and 7 thereafter reduced to typewriting by a qualified 8 transcriptionist; that said digital audio recording of 9 said proceedings are a true and accurate record to the 10 best of my knowledge, skills, and ability; that I am 11 neither counsel for, related to, nor employed by any 12 of the parties to the action in which this was taken; 13 and, further, that I am not a relative or employee of 14 any counsel or attorney employed by the parties 15 hereto, nor financially or otherwise interested in the 16 outcome of this action.</p> <p>17 <i>Andrew Weader</i> 18 ANDREW WEADER 19 Notary Public in and for the 20 Commonwealth of Pennsylvania 21 22 23 24</p>
<p style="text-align: right;">Page 47</p> <p>1 (Whereupon, at 2:52 p.m., the 2 proceeding was concluded.) 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 49</p> <p>1 CERTIFICATE OF TRANSCRIBER 2 I, RICHARD GOODNESS, do hereby certify that 3 this transcript was prepared from the digital audio 4 recording of the foregoing proceeding, that said 5 transcript is a true and accurate record of the 6 proceedings to the best of my knowledge, skills, and 7 ability; that I am neither counsel for, related to, 8 nor employed by any of the parties to the action in 9 which this was taken; and, further, that I am not a 10 relative or employee of any counsel or attorney 11 employed by the parties hereto, nor financially or 12 otherwise interested in the outcome of this action.</p> <p>13 14 15  16 RICHARD GOODNESS 17 18 19 20 21 22 23 24</p>

13 (Pages 46 - 49)

# EXHIBIT 20

**PUBLIC VERSION -  
CONFIDENTIAL MATERIAL OMITTED IN FULL**

# EXHIBIT 21

**PUBLIC VERSION - CONFIDENTIAL MATERIAL OMITTED**

Page 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

RYANAIR DAC,

Plaintiff,

vs.

C.A. No.

1:20-CV-01191-WCB

BOOKING HOLDINGS INC.,  
BOOKING.COM B.V., KAYAK  
SOFTWARE CORPORATION,  
PRICELINE.COM LLC, and AGODA  
COMPANY PTE. LTD.,

Defendants.

- - -  
HIGHLY CONFIDENTIAL  
PURSUANT TO THE PROTECTIVE ORDER  
- - -

REMOTE VIDEOTAPED DEPOSITION OF

CHRISTOPHER HUMPHRIES

Tuesday, 3rd of October, 2023

9:30 a.m. to 5:22 p.m. BST

Reported by:

Ana Maria Gallegos  
NCRA Registered Professional Reporter  
New Mexico CSR No. 190  
California CSR No. 9246  
Magna Legal Services  
866-624-6221 - [www.MagnaLS.com](http://www.MagnaLS.com)  
Job No.: 1037896

Page 2

1 IN THE UNITED STATES DISTRICT COURT  
 2 FOR THE DISTRICT OF DELAWARE  
 3  
 4 RYANAIR DAC,  
 Plaintiff,  
 5 C.A. No.  
 vs. 1:20-CV-01191-WCB  
 6 BOOKING HOLDINGS INC.,  
 BOOKING.COM B.V., KAYAK  
 7 SOFTWARE CORPORATION,  
 PRICELINE.COM LLC, and AGODA  
 8 COMPANY PTE. LTD.,  
 Defendant.  
 9  
 10 - - -  
 11 HIGHLY CONFIDENTIAL  
 PURSUANT TO THE PROTECTIVE ORDER  
 12 - - -  
 13  
 14 REMOTE VIDEO TAPED DEPOSITION OF  
 15 CHRISTOPHER HUMPHRIES, taken on behalf of the  
 Plaintiff, via Remote Videoconference, on Tuesday,  
 16 3rd of October, 2023, from 9:30 a.m. to 5:22 p.m.  
 17 BST, before ANA MARIA GALLEGOS, RPR, CLR, CA CCR  
 18 9246, NM CSR 190.  
 19  
 20 \* \* \*  
 21  
 22  
 23  
 24  
 25

Page 3

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 18  
 19  
 20  
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 23  
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1 E X H I B I T S  
 2 FORMALLY MARKED  
 PAGE  
 3  
 4 Exhibit 310 Previously Marked Exhibit: 226  
 E-Mail Dated 5 Jan 2023  
 and Related Attachment.  
 Bates Numbers  
 AGODA00000741 Through  
 AGODA00000936  
 5  
 6 Exhibit 327 Previously Marked Exhibit: 300  
 Identified as an Excel  
 Spreadsheet. File Name:  
 BOOKING.COM00010149.XLSX  
 7  
 8 Exhibit 400 E-Mail Dated 6 Oct 2021. 132  
 Bates Numbers  
 BOOKING.COM00002764  
 Through  
 BOOKING.COM00002765  
 9  
 10 Exhibit 401 E-Mail Dated 21 Jan 2022. 163  
 Bates Numbers  
 BOOKING.COM00002762  
 Through  
 BOOKING.COM00002763  
 11  
 12 Exhibit 402 E-Mail Dated 17 Mar 2022. 171  
 Bates Numbers  
 BOOKING.COM00000835  
 Through  
 BOOKING.COM00000837  
 13  
 14 Exhibit 403 E-Mail Chain. Bates 184  
 Numbers KAYAK0005214  
 Through KAYAK0005224  
 15  
 16 Exhibit 404 Master Agreement or "Phase 196  
 2 Agreement." Bates  
 Numbers  
 BOOKING.COM00000060  
 Through  
 BOOKING.COM00000143  
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2 (Pages 2 to 5)

	Page 6	Page 7
1	E X H I B I T S (Continued)	E X H I B I T S (Continued)
2	<p style="text-align: center;">FORMALLY MARKED PAGE</p> <p>3      Exhibit 405    E-Mail Dated 7 Dec 2020.    241</p> <p>4                 Bates Number 5                 BOOKING.COM00000228</p> <p>6      Exhibit 406    E-Mail Dated 15 Jan 2021.    245</p> <p>7                 Bates Number 8                 BOOKING.COM00000227</p> <p>9      Exhibit 407    E-Mail Dated 28 Sep 2020.    250</p> <p>10                Bates Number 11                BOOKING.COM00000242</p> <p>12      Exhibit 408    E-Mail Dated 20 Apr 2020.    256</p> <p>13                Bates Number 14                BOOKING.COM00000252</p> <p>15      Exhibit 409    E-Mail Dated 15 Jun 2020.    260</p> <p>16                Bates Numbers 17                BOOKING.COM00000269</p> <p>18                Through 19                BOOKING.COM00000270</p> <p>20      Exhibit 410    E-Mail Dated 22 Apr 2022.    263</p> <p>21                Bates Numbers 22                BOOKING.COM00000426</p> <p>23                Through 24                BOOKING.COM00000428</p> <p>25      Exhibit 411    E-Mail Dated 21 Jun 2021.    268</p> <p>26                Bates Numbers 27                BOOKING.COM00000192</p> <p>28                Through 29                BOOKING.COM00000193</p> <p>30      Exhibit 412    E-Mail Dated 7 Jul 2021.    276</p> <p>31                Bates Numbers 32                BOOKING.COM00000190</p> <p>33                Through 34                BOOKING.COM00000191</p>	<p style="text-align: center;">FORMALLY MARKED PAGE</p> <p>3      Exhibit 413    E-Mail Dated 17 May 2021.    282</p> <p>4                 Bates Numbers 5                 BOOKING.COM00000207</p> <p>6                 Through 7                 BOOKING.COM00000208</p> <p>8      Exhibit 414    Screenshot of Ticket (1 adult) and price. No 9                 Bates Number 10                Through 11                BOOKING.COM00000471</p> <p>12                Through 13                BOOKING.COM00000480</p> <p>14      Exhibit 416    Document Titled Highly Confidential - For Internal Use Only. Bates 15                Numbers 16                BOOKING.COM00002388</p> <p>17                Through 18                BOOKING.COM00002389</p> <p>19      Exhibit 417    E-Mail Dated 10 Jun 2022.    304</p> <p>20                Bates Number 21                BOOKING.COM00005686</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
1	Page 8	Page 9
2	<p style="text-align: center;">3 OCTOBER 2023</p> <p>3      - - -</p> <p>4      THE VIDEOGRAPHER: Okay. Good morning.</p> <p>5      We're now on the record. This begins Videotape</p> <p>6      Number 1 in the deposition of Chris Humphries in</p> <p>7      the matter of Ryanair DAC versus Booking Holdings</p> <p>8      Inc., et al. This is case number</p> <p>9      1:20-CV-01191-WCB, filed in the US District Court</p> <p>10     for the District of Delaware.</p> <p>11     Today's date is Tuesday, October 3rd,</p> <p>12     2023. The time on the video monitor is now</p> <p>13     9:30 a.m.</p> <p>14     This deposition will be taken remotely at</p> <p>15     the request of Holland &amp; Knight, attorneys for</p> <p>16     Plaintiff.</p> <p>17     The videographer is Joel Coriat of Magna</p> <p>18     Legal Services. The court reporter is Ana Gallegos</p> <p>19     also from Magna Legal Services.</p> <p>20     Will counsel please state your appearances</p> <p>21     for the record.</p> <p>22     MR. FUGA: This is Anthony Fuga with the</p> <p>23     law firm of Holland &amp; Knight representing the</p> <p>24     Plaintiff Ryanair.</p> <p>25     MR. HEMANN: John Hemann from Cooley on</p> <p>26     behalf of Defendants, including Booking.com and</p>	<p>1      Mr. Humphries. With us here in London is Kelsey McGlynn, an attorney from Booking.com.</p> <p>2      THE VIDEOGRAPHER: Thank you, Counsel.</p> <p>3      The court reporter, please swear in the deponent.</p> <p>4      THE COURT REPORTER: Thank you.</p> <p>5      Mr. Humphries, raise your right hand, please.</p> <p>6      Do you solemnly state under penalty of</p> <p>7      perjury that the testimony you give in this matter</p> <p>8      will be the truth, the whole truth, and nothing but</p> <p>9      the truth?</p> <p>10     THE WITNESS: I do.</p> <p>11     THE COURT REPORTER: Thank you very much.</p> <p>12     THE VIDEOGRAPHER: Thank you. You may proceed.</p> <p>13     EXAMINATION</p> <p>14     BY MR. FUGA:</p> <p>15     Q. Good morning, Mr. Humphries.</p> <p>16     Can you please say and spell your name for</p> <p>17     the record?</p> <p>18     A. My full name is Christopher Humphries. I go by Chris. Spelling is C-H-R-I-S. Last name, H-U-M-P-H-R-E-Y-S.</p> <p>19     Q. Great. Thank you.</p>

3 (Pages 6 to 9)

<p style="text-align: center;">Page 122</p> <p>1 Q. Do you know when Booking.com started 2 selling Ryanair flights? 3 A. No, I do not. 4 Q. From an estimate, have you ever remembered 5 a time when Booking.com did not sell Ryanair 6 flights? 7 A. The example I gave you of recently Ryanair 8 flights were not live on our platform, yes. 9 Q. Do you know how long that lasted that 10 Ryanair flights were not live on your platform? 11 A. I don't know accurately, no. 12 Q. Was it a matter of hours? 13 A. I believe so. 14 Q. Has that ever happened before with 15 Ryanair? 16 A. Potentially. I don't recall. We often 17 have outages for various airlines. 18 Q. How often do you determine why there was 19 an outage? 20 MR. HEMANN: Objection as to form. 21 THE WITNESS: It depends on the reason for 22 the outage. 23 BY MR. FUGA: 24 Q. I guess that is my question is, sometimes 25 you are able to determine the reason for the</p>	<p style="text-align: center;">Page 123</p> <p>1 outage? 2 A. No, not precisely. 3 Q. And were you able to determine the reason 4 for the Ryanair outage? 5 A. No, I was not. 6 Q. Do you know if Etraveli was able to 7 determine the reason for the Ryanair outage? 8 A. I don't know. 9 Q. Who would know? 10 A. Etraveli can answer that question for you. 11 Q. When a customer books a flight on 12 Booking.com, what is the interaction between 13 Booking.com and Etraveli? 14 A. In what sense? 15 Q. Are they connected through an API? 16 A. Yes, we are connected to Etraveli through 17 an API. 18 Q. And is Booking -- so if a customer 19 purchases a flight on Booking.com, is that request, 20 I guess, transferred to Etraveli through the API? 21 A. I believe so, yes. 22 Q. Then what happens? 23 A. I don't know the technical details of what 24 happens in that process through the API. 25 Q. What do you understand that happens from a</p>
<p style="text-align: center;">Page 124</p> <p>1 layman's purpose? 2 A. A customer attempts to make booking on our 3 platform. Some information is sent via API to 4 Etraveli and Etraveli issues the ticket. 5 Q. When you say issues the ticket, issues the 6 ticket to Booking.com? 7 A. To the customer. 8 Q. To the customer. 9 What is Booking.com's role in that? 10 A. We don't have a role in issuing the 11 ticket. 12 Q. Does the customer know that Etraveli is 13 booking -- or is issuing the ticket? 14 A. I don't know if the customer does or does 15 not know. 16 Q. All of this is happening on -- I guess 17 does the customer ever leave Booking.com's 18 platform? 19 A. I mean, the customer can leave the 20 platform any time they wish. 21 Q. But when a customer is booking a ticket, 22 from searching for the flight to obtaining the 23 ticket, does the customer leave the Booking.com 24 platform? 25 A. Not where we have flights live, no.</p>	<p style="text-align: center;">Page 125</p> <p>1 Q. Okay. I'm just trying to understand it 2 here. The customer is not like directed to 3 Etraveli and then back to Booking.com. The 4 customer remains on Booking.com, right? 5 A. If it is a market where we were live, the 6 API connection with Etraveli, the customer does not 7 leave Booking.com. 8 Q. Are there any markets where the customer 9 does leave Booking.com? 10 A. Depends on what they're trying to do. 11 Q. I guess for -- if I'm buying a Ryanair 12 flight, I'm staying on the Booking.com platform, 13 correct? 14 A. Presumably, yes. 15 Q. Do you know if it's possible for a 16 customer to book a Ryanair flight when the Ryanair 17 flight is down -- when the Ryanair website is down? 18 A. I don't know. 19 Q. Are you aware of that ever happening? 20 A. No, I'm not aware. I don't pay attention 21 to Ryanair's website. 22 Q. But that's never been discussed? 23 A. Not to my knowledge. 24 Q. Has Booking.com ever told Etraveli to stop 25 booking flights from an airline, other than the</p>

<p style="text-align: right;">Page 306</p> <p>1 BY MR. FUGA: 2 Q. Not related to this e-mail. Related to 3 the conversation with Wizzair. 4 MR. HEMANN: Objection. Form. 5 THE WITNESS: I don't know what actions 6 came out of that conversation with Wizzair. We 7 were not in attendance. 8 BY MR. FUGA: 9 Q. I understand that you weren't in 10 attendance. 11 Do you understand that Booking.com -- 12 whether or not Booking.com did anything in response 13 to this discussion with Wizzair? 14 A. No, I don't know. 15 Q. Who would know? 16 A. Potentially Arnaud Delbary. 17 Q. Who is cc'd on this e-mail? 18 A. Xaveer Fluitman. 19 Q. Do you know who that is? 20 A. I believe he is Arnaud's manager. 21 Q. Arnaud says that he told Wizzair that he 22 would "share their concerns with the relevant 23 stakeholders in our business," presumably referring 24 to Booking.com. 25 Do you see that?</p>	<p style="text-align: right;">Page 307</p> <p>1 A. I see where he says that, yes. 2 Q. Who do you believe to be the relevant 3 stakeholder at Booking.com? 4 MR. HEMANN: Objection as to form. 5 THE WITNESS: I can assume he felt myself, 6 Anne Rousseau, and Marcos Guerrero were the 7 relevant stakeholders, since he addressed this 8 e-mail to us. BY MR. FUGA: 10 Q. And do you know what Booking.com's 11 position is, as he requests a response? 12 MR. HEMANN: Objection as to form. 13 THE WITNESS: Not to my knowledge. I 14 don't think we have a position on the issue. BY MR. FUGA: 16 Q. Did anybody discuss it with Wizzair, as he 17 requests in that last e-mail -- or in that last 18 paragraph? 19 MR. HEMANN: Objection as to form. 20 THE WITNESS: Not that I'm aware of, no. BY MR. FUGA: 22 Q. Did Booking.com consider any commercial 23 solutions or opportunities, as he requests here in 24 this last paragraph? 25 MR. HEMANN: Objection as to form.</p>
<p style="text-align: right;">Page 308</p> <p>1 THE WITNESS: Not that I'm aware of. 2 BY MR. FUGA: 3 Q. Are you aware of Booking.com taking any 4 actions in response to Ryanair notifying 5 Booking.com that it is not authorized to access its 6 website? 7 MR. HEMANN: Objection as to form. 8 THE WITNESS: Not that I'm aware of. 9 MR. FUGA: All right. That is all I have 10 for the time being. 11 MR. HEMANN: No questions for me. 12 MR. FUGA: All right. Thank you for your 13 time, Mr. Humphries. 14 THE WITNESS: Thank you. 15 THE VIDEOGRAPHER: Thank you. 16 And that concludes today's proceedings. 17 We're off the record at 5:22. 18 (Whereupon, the deposition was 19 concluded at 5:22 p.m.)</p>	<p style="text-align: right;">Page 309</p> <p>1 Ryanair DAC v Booking Holdings Inc., et al. 2 DEPONENT SIGNATURE/CORRECTION PAGE 3 If there are any typographical errors to your 4 Deposition, please indicate them below: 5 PAGE LINE 6 _____ Change to _____ 7 _____ Change to _____ 8 _____ Change to _____ 9 _____ Change to _____ 10 _____ Change to _____ 11 Any other changes to your Deposition are to be 12 listed below with a statement as to the reason for 13 such change: 14 PAGE LINE CORRECTION REASON FOR CHANGE 15 _____ _____ _____ 16 _____ _____ _____ 17 _____ _____ _____ 18 _____ _____ _____ 19 _____ _____ _____ 20 I, CHRISTOPHER HUMPHRIES, do hereby certify 21 that I have read the foregoing pages of my 22 testimony as transcribed, and that the same is a 23 true and correct record of the testimony given by 24 me in this Deposition on October 3, 2023, except 25 for the changes made.</p> <p style="text-align: right;">Date Signed _____ CHRISTOPHER HUMPHRIES _____</p>

Page 310

1 REPORTER'S CERTIFICATE  
2 I, ANA MARIA GALLEGOS, RPR, CLR, CA CSR  
3 #9246, NM CCR #190, real-time reporter, hereby  
4 certify that the testimony of the witness,  
5 CHRISTOPHER HUMPHRIES, in the foregoing transcript  
6 taken on Tuesday, 3rd day of October, 2023, was  
7 recorded by me in machine shorthand and was,  
8 thereafter, transcribed by me; and that the  
9 foregoing transcript is a true and accurate  
10 verbatim record of the said testimony.

11 I FURTHER CERTIFY that I am neither a  
12 relative, employee, counsel or financially involved  
13 with any of the parties to the within cause, nor am  
14 I an employee or relative of any counsel for the  
15 parties, nor am I in any way interested in the  
16 outcome of the within cause.  
17  
18  
19

ANA MARIA GALLEGOS, RPR, CLR  
CA CSR #9246, NM CCR #190

Dated: 10/06/2023

DEPOSITION OF: Chris Humphries

DATE OF DEPOSITION: October 3, 2023

CASE: *Ryanair DAC v. Booking Holdings Inc., et al*, Case No. 20-1191-WCB

#### ERRATA SHEET

The following are the corrections which I have made to my deposition transcript:

Pg.	Ln.	Now Reads	Should Read	Reason
14	8-9, 13, 17	Christine	Kristine	Misspelling
19	9	were	was	Misspelling
26	19, 20	fair	fare	Misspelling
36	11	account	count	Misspelling
44	23	between Ryanair and	between tickets on Ryanair and	Clarification
45	12	sellers	sellers'	Misspelling
63	5	site	side	Misspelling
67	9	Mattias Schmid	Mattias Schmidt	Misspelling
83	9	yes	no	Clarification
108	15	acquisition of E process.	acquisition of Etraveli process.	Clarification
127	18	teams	team's	Misspelling
156	2	aggregate	aggregator	Misspelling
167	1	booking	Booking	Misspelling
189	14	outcome though	outcome, no	Transcription Error
190	6	of kind of	of a kind of	Transcription Error
237	15	Eventually	Essentially	Clarification
243	13-14	come in trough in through Google	come in through Google	Transcription Error
267	1	those around.	those surround	Transcription Error
268	6	knowledge too.	knowledge, no.	Transcription Error

DEPOSITION OF: Chris Humphries

DATE OF DEPOSITION: October 3, 2023

CASE: *Ryanair DAC v. Booking Holdings Inc., et al*, Case No. 20-1191-WCB

279	5	but occasion	but on occasion	Transcription Error
284	8	Never	No	Transcription Error
301	5	honestly	on	Transcription Error

I, the undersigned, declare under penalty of perjury, that I have read the above-referenced deposition transcript and have made any corrections, additions or deletions reflecting my true and correct testimony.

EXECUTED this 17, day of November, 2023 at 5:57pm.

*Chris Humphries*

---

Christopher Humphries

# EXHIBIT 22

**PUBLIC VERSION -  
CONFIDENTIAL MATERIAL OMITTED IN FULL**

# EXHIBIT 23

**PUBLIC VERSION - CONFIDENTIAL MATERIAL OMITTED**

**CONTAINS MATERIAL FOR ATTORNEYS' EYES ONLY PURSUANT TO THE  
PROTECTIVE ORDER (D.I. 52)**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

---

RYANAIR DAC,	:	
	:	C.A. No. 1:20-cv-01191-WCB
<i>Plaintiff,</i>	:	
v.	:	
BOOKING HOLDINGS INC.,	:	
BOOKING.COM B.V., KAYAK SOFTWARE	:	
CORPORATION, PRICELINE.COM LLC,	:	
and AGODA COMPANY PTE., LTD.,	:	
<i>Defendants.</i>	:	

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**PLAINTIFF, RYANAIR DAC'S THIRD SUPPLEMENTAL AND AMENDED  
RESPONSES TO DEFENDANTS' SECOND SET OF INTERROGATORIES**

**CONTAINS MATERIAL FOR ATTORNEYS' EYES ONLY PURSUANT TO THE  
PROTECTIVE ORDER (D.I. 52)**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Rules, Plaintiff Ryanair DAC (“Ryanair”) hereby provides these third supplemental and amended responses and objections to Booking Holdings Inc., Booking.com B.V., Kayak Software Corporation, Priceline.com LLC, and Agoda Company Pte. Ltd (collectively, the “Defendants”) Second Set of Interrogatories (Nos. 15-29) to Ryanair dated December 30, 2022, as follows:

Discovery is ongoing. The following responses and objections are made to the best of Ryanair's present knowledge, information and belief and are based on records and information reasonably available to Ryanair as of the date of this response. Ryanair expressly reserves the right to supplement without prejudice the following responses and objections, and to revise any and all responses and objections as additional facts are ascertained, analyses are made, legal research is completed, contentions are made or as a result of the Court's legal determination on

**END ATTORNEYS' EYES ONLY TREATMENT**

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 15:**

Subject to and without waiver of the foregoing general and specific objections, Ryanair incorporates its response to Interrogatory No. 2 (including all supplements), and supplements the response as follows.

Pursuant to Rule 33(d), Ryanair directs Defendants to documents with the Bates numbers: RYANAIR-BOOKING\_0004091; RYANAIR-BOOKING\_0004117; RYANAIR-BOOKING-0016224; RYANAIR-BOOKING-0016277 - RYANAIR-BOOKING-0016282; RYANAIR-

BOOKING-0014288; RYANAIR-BOOKING-0014301; RYANAIR-BOOKING-0016108 -  
RYANAIR-BOOKING-0016109; RYANAIR-BOOKING\_0026432; RYANAIR-  
BOOKING\_0026785; RYANAIR-BOOKING\_0026642; RYANAIR-BOOKING\_0026788;  
RYANAIR-BOOKING\_0026799; RYANAIR-BOOKING\_0026863; RYANAIR-  
BOOKING\_0027208; RYANAIR-BOOKING\_0027295 - RYANAIR-BOOKING\_0027298;  
RYANAIR-BOOKING\_0028873; RYANAIR-BOOKING\_0026642; and RYANAIR-  
BOOKING 0029887.

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 15:**

Subject to and without waiver of the foregoing general and specific objections, Ryanair incorporates its response to Interrogatory No. 2 (including all supplements), and supplements the response as follows.

## **BEGIN ATTORNEYS' EYES ONLY TREATMENT**























**END ATTORNEYS' EYES ONLY TREATMENT**

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**INTERROGATORY NO. 16:**

State all bases, reasons, and rationale for blocking or attempting to block a Person from accessing the Ryanair Website.

**RESPONSE TO INTERROGATORY NO 16.**

Ryanair objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege or protection. Ryanair further objects to this Interrogatory as overly broad and unduly burdensome to the extent that it calls to “state all bases, reasons, and rationale.” Ryanair further objects to this Interrogatory as duplicative with Interrogatory No. 6 and incorporates its response to that Interrogatory.

Subject to and without waiver of the foregoing general and specific objections, Ryanair further responds as follows. Ryanair will block a Person who violates the Ryanair Website Terms of Use (“Ryanair TOU”). The Ryanair TOU states:

4. Reservation of all rights to ensure permitted use and/or prevent unauthorised use. Ryanair reserves the absolute right to take all actions it considers necessary against all parties howsoever involved in the unauthorised use of its website and without notice, in order to vindicate its rights and prevent such unauthorised use, including using blocking technology (which may itself involve conducting automated searches of such parties' websites, screen scraping therefrom, causing such parties to screen scrape Ryanair's website, breaching the terms of use such parties' websites, or any similar or associated actions) and/or issuing legal proceedings.

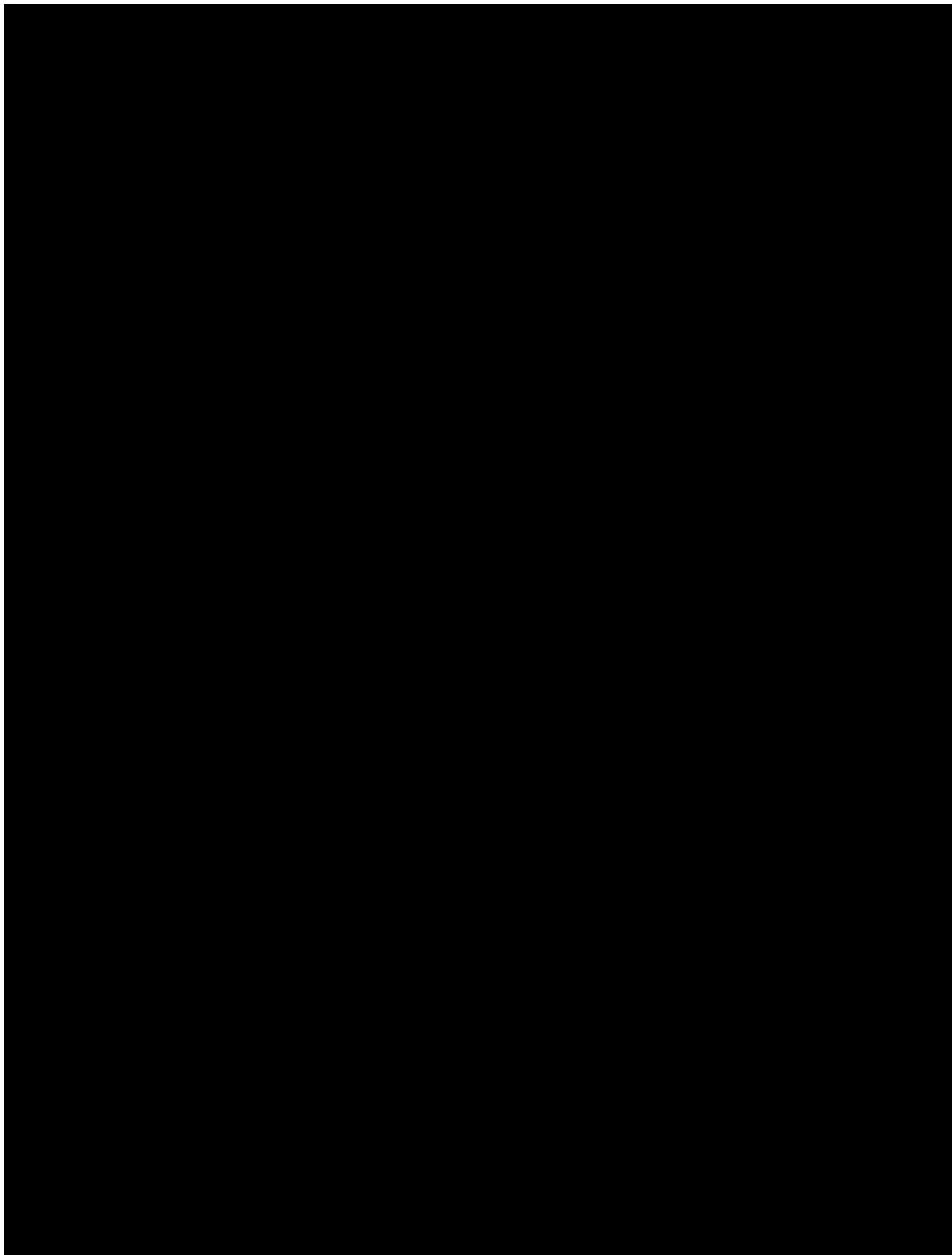
Ryanair TOU, paragraph 4 (emphasis added); *see* FAC, Ex. A.

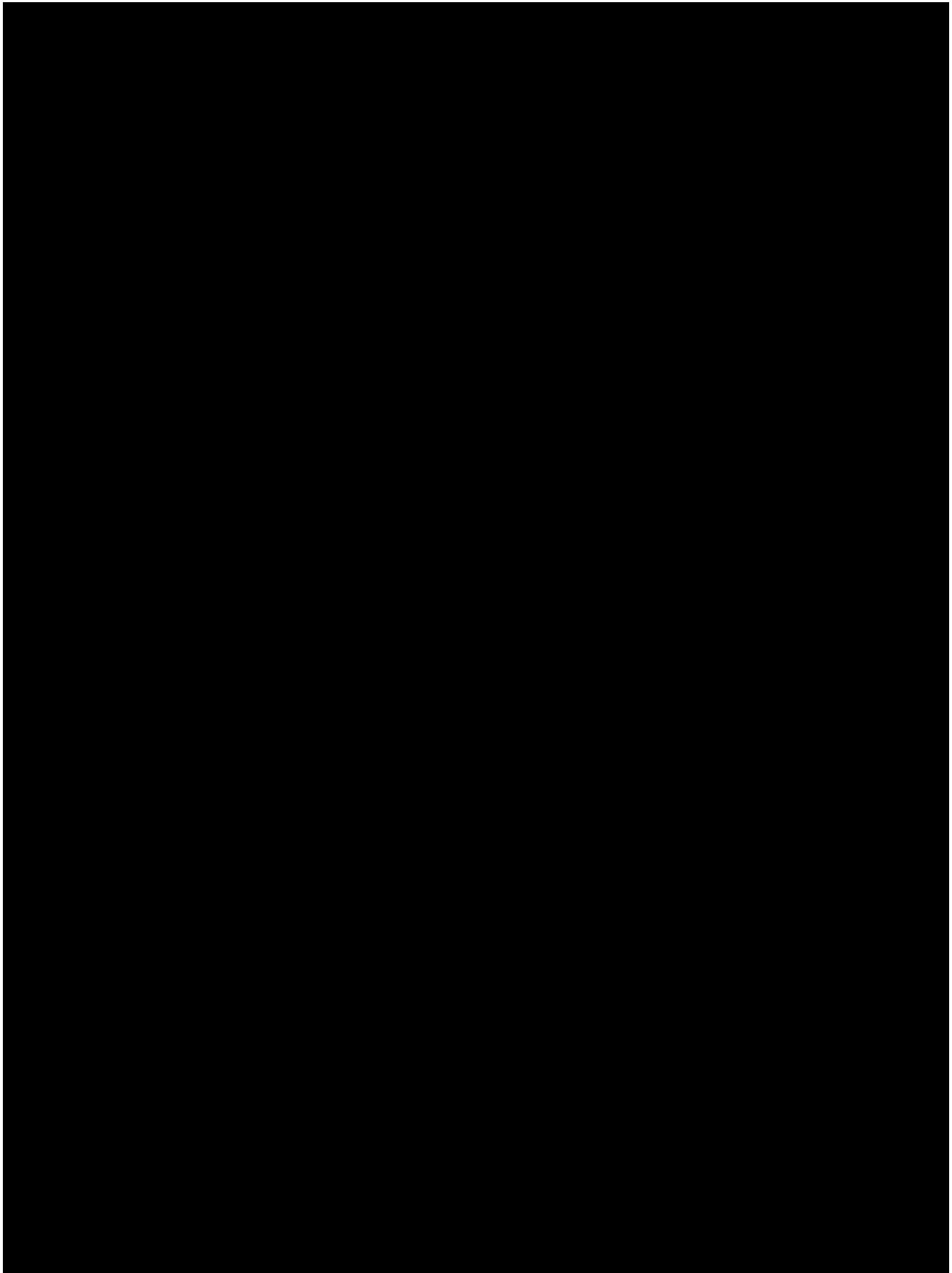
Every Person must agree to the Ryanair TOU in order to access the Ryanair Website and enter the myRyanair portion of the Ryanair Website. The Ryanair TOU explains that by accessing the Ryanair Website, users agree to be legally bound by and act in accordance with the Ryanair TOU. This includes agreement that Ryanair may implement blocking technology to block or attempt to block an unauthorized Person from accessing the Ryanair Website.

The Ryanair TOU further states Ryanair is the exclusive online distribution channel for its airline flights. The Ryanair TOU clearly states users of the Ryanair Website are not permitted to use the Ryanair Website other than for private, non-commercial purposes and notifies price comparison websites that they must apply for a license agreement to access Ryanair's price, flight, and timetable information for the purpose of price comparison.

Any violation of the Ryanair TOU is a basis, reason, or rational for blocking a Person from accessing the Ryanair Website.

**BEGIN ATTORNEYS' EYES ONLY TREATMENT**





**END ATTORNEYS' EYES ONLY TREATMENT**

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

The image consists of a series of horizontal black bars of varying lengths, arranged vertically. The bars are solid black and have thin white borders. They are positioned against a white background. The lengths of the bars decrease as they move from top to bottom. There are approximately 15 bars in total.

## **END ATTORNEYS' EYES ONLY TREATMENT**

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

## **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 21.**

Subject to and without waiver of the foregoing general and specific objections, Ryanair incorporates its response to Interrogatory No. 2 (including all supplements), and further supplements the response as follows.

**BEGIN CONFIDENTIAL TREATMENT**

The image shows a document page with multiple horizontal black redaction bars. The first seven bars are long and evenly spaced. Below them, there are four shorter bars in the first column, followed by two pairs of shorter bars in the second and third columns.

END CONFIDENTIAL TREATMENT

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**END ATTORNEYS' EYES ONLY TREATMENT**

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**INTERROGATORY NO. 23:**

Explain in detail why You require customers who allegedly booked Ryanair flights through OTAs or third party intermediaries to “verify” themselves online for a fee, or arrive early at the airport, as described in paragraphs 25 and 26 of the Counterclaims, Including (1) the additional information you require of the customer in each circumstance, (2) why such information is required

in order for the customer to fly on Ryanair, (3) what “verification checks” You are doing, and (4) the cost of such “verification checks” to Ryanair.

**RESPONSE TO INTERROGATORY NO 23.**

Ryanair objects to this Interrogatory to the extent it seeks information that is protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege or protection. Ryanair objects to this Interrogatory because it has distinct subparts.

Subject to and without waiver of the foregoing general and specific objections, Ryanair further responds as follows. A verification check verifies the identity of the person associated with the relevant booking. Ryanair must ensure that all passengers are aware of relevant security and safety requirements. Ryanair does this by having passengers confirm their compliance with these requirements during check-in. Verification enables Ryanair to ensure that a passenger on the booking (and not a third-party travel agent) has completed check-in personally. This is necessary because OTAs, like the Defendants and those acting at their direction, often use bots to complete the booking process and Ryanair may not be able to engage directly with the customer about important information without the verification process.

During verification the customer is required to show a valid passport or a national identity card. The customer must either present the passport or national identity card at the airport check-in desk on the day of travel or complete the online verification process. During online verification, facial recognition technology will match the passport or national identity card to a photo taken in real time. If verification is successful, the customer will be asked to provide the correct email address to ensure Ryanair can contact the customer with important information relating to the booking.

The online verification process is available at a cost of €0.35 per booking. This fee goes toward covering the costs of the third-party online verification tool (by GetID). Ryanair does not benefit commercially from this transaction – in fact, the fee does not even cover the full costs to Ryanair to use the third-party service.

For example, Ryanair has sent the following emails, shown as templates, to customers explain why additional verification is necessary:

 RYANAIR  
LOW FARES. MADE SIMPLE.

Dear Customer,

Your booking <PNR> appears to have been made via a third party intermediary or BOT which are not authorized by Ryanair to use the Ryanair website or app or to offer our flights for sale. We do this to keep prices low as intermediaries may apply massive mark-ups to fares or ancillary products such as bags, seats and priority boarding.

In addition to this, there are safety and security issues that affect passengers and our crew. The check-in process must be completed by a passenger personally to ensure passengers are in notice of, and have confirmed compliance with required safety, security and public health protocols, including those set out by the ICAO Technical Instructions, Regulation (EU) 2015/1998, and the EASA/ECDC Covid-19 Aviation Health Safety Protocol.

As you may have made your booking via an unauthorized intermediary, we may not have been provided with your correct contact and payment details, which may prevent us from:

- Notifying you of required safety, security and public health protocols.
- Notifying you of required mandatory travel forms.
- Assisting the health authorities with contact tracing for Covid-19.
- Contacting you with important flight updates and terminal changes.
- Fulfilling our post-contractual obligations (such as processing valid refund claims), as set out in EU Regulation 261/2004 and in Ryanair's General Terms & Conditions of Carriage.

IN ORDER TO RESOLVE THESE ISSUES, YOU HAVE THE OPTION TO CHECK-IN BY:

**ONLINE VERIFICATION**

- A passenger on this booking can verify using facial recognition technology.
- This service is provided on the Ryanair website for a fee of €0.35.
- Online Verification allows you to manage your booking via Ryanair.com.

[Verify Online](#)

The cost of this service is to cover the verification checks, Ryanair does not benefit from this transaction commercially.

If you don't want to use online verification, all passengers on this booking can attend the Ryanair ticket desk at least 120 mins before departure to check-in free of charge. Please note that our airports are busier than usual in the summer months and queues may be longer as a result as we must provide a safe workplace for our staff.

Thank you in advance for your cooperation with this safety precaution.

To check if you have been charged more by the unauthorized intermediary, you can use our Price Checker tool available on Ryanair.com which will quickly show you what Ryanair received for this booking. To find the lowest fares, look for the Ryanair Verified Seal. This guarantees you are booking directly on the Ryanair.com website or app.

Thank you for choosing Ryanair.

Kind regards

Ryanair Customer Services

Ryanair Holdings plc (Company No. 249885) / Ryanair D.A.C. (Company No. 104547).  
Registered in the Republic of Ireland. With registered address Airside Business Park, Swords, Co.  
Dublin, Ireland.



**IMPORTANT NOTICE**

Dear Customer

Our Ref -

This booking has been identified as an unauthorised online travel agent (OTA) booking. Unauthorised OTAs have no commercial arrangement with Ryanair, and use "screen scraper" software to mis-sell Ryanair flights in breach of the Terms of Use of the Ryanair website.

Screen scraper OTAs provide Ryanair with false customer details which prevents us from notifying passengers of important safety, security and public health requirements, including information relation to prohibited dangerous items and local Covid-19 safety precautions. Furthermore, the false payment and contact details screen scraper OTAs provide Ryanair for customers inhibits Ryanair from providing our post-contractual obligations, as set out in EC Regulation No. 261/2004 and in Ryanair's General Terms & Conditions of Carriage, to passengers. Providing Ryanair with false customer information means we cannot ensure compliance with the important safety, security and public health requirements of the ICAO Technical Instructions and Regulation (EU) 2015/1998 and the EASA/ECDC Covid-19 Aviation Health Safety Protocol operational guidelines.

**IN ORDER TO RESOLVE THESE ISSUES, THE PASSENGER(S) IN THIS BOOKING MUST ATTEND TO THE RYANAIR TICKET DESK AT THE AIRPORT OF DEPARTURE AT LEAST 90 MINS BEFORE OF DEPARTURE TO MAKE THE REQUIRED DECLARATIONS OF COMPLIANCE WITH SAFETY, SECURITY AND PUBLIC HEALTH REQUIREMENTS.**

Yours sincerely,

Ryanair Customer Care

Ryanair D.A.C. (Company No. 104547).

Dublin Office, Airside Business Park, Swords, Co. Dublin, Ireland.



Dear <PAX\_FIRST> <PAX\_LAST>,

Thank you for contacting Ryanair directly today.

Your reservation appears to have been made via a third-party intermediary or BOT who has no commercial relationship with Ryanair. Unfortunately, as we may not have been provided with your correct contact and payment details by the intermediary, this makes it difficult for us to provide you with the kind of service we would like, including notifications with important information to help you travel smoothly.

It is very important that we have correct passenger contact and payment details for each booking to ensure we can:

- Notify you of required safety, security and public health protocols.
- Notify you of required mandatory travel forms.
- Assist the health authorities with contact tracing for Covid-19.
- Contact you with important flight updates and terminal changes.
- Fulfill any post-contractual obligations (such as processing valid refund claims), as set out in EU Regulation 261/2004 and in Ryanair's General Terms & Conditions of Carriage.

In addition, in order to protect the safety and security of all our passengers and crew, it is essential that the check-in process is completed by a passenger personally to ensure passengers are on notice of, and have confirmed compliance with required safety, security and public health protocols, including those set out by the ICAO Technical Instructions, Regulation (EU) 2015/1998, and the EASA/ECDC Covid-19 Aviation Health Safety Protocol. Accordingly, for third-party intermediary bookings, a passenger on the booking must verify themselves before they can access Ryanair check-in and booking management services.

To use our online verification form please [click here](#). Alternatively, if you don't want to use online verification, you can find information on our manual option [here](#).

For future bookings, please book directly on [www.Ryanair.com](#) or through our Ryanair app where you can find our cheapest fares.

We look forward to welcoming you on your Ryanair flight.

Yours Sincerely,  
Ryanair Group Customer Care (Ryanair DAC, Lauda & Malta Air)

Ryanair Holdings plc (Company No. 249885) / Ryanair D.A.C. (Company No. 104547).  
Registered in the Republic of Ireland. With registered address Aisling Business Park, Swords, Co.  
Dublin, Ireland.

Pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, Ryanair directs Defendants to documents with the Bates stamps RYANAIR-BOOKING\_0016111, RYANAIR-BOOKING\_0016116, RYANAIR-BOOKING\_0016118, RYANAIR-BOOKING\_0016125, RYANAIR-BOOKING\_0016128, RYANAIR-BOOKING\_0016190, RYANAIR-BOOKING\_0016199, RYANAIR-BOOKING\_0016200, RYANAIR-BOOKING\_0016213, RYANAIR-BOOKING\_0016214, RYANAIR-BOOKING\_0016218, RYANAIR-BOOKING\_0016222, RYANAIR-BOOKING\_0016223, and RYANAIR-BOOKING-0016250.

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 25:**

Subject to and without waiver of the foregoing general and specific objections, Ryanair incorporates its response to Interrogatory Nos. 30 and 31.

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**AMENDED SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 23:**

Subject to and without waiver of the foregoing general and specific objections, Ryanair amends the section header of the supplemental response to correct the typo and read, in part, “INTERROGATORY NO. 23” and not “INTERROGATORY NO. 25.”

**SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 23:**

Subject to and without waiver of the foregoing general and specific objections, Ryanair incorporates its response to Interrogatory Nos. 2, 30 and 31 (including all supplements), and further supplements the response as follows.

**BEGIN ATTORNEYS' EYES ONLY TREATMENT**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The image consists of a series of horizontal black bars of varying lengths and positions. The bars are arranged in a grid-like pattern, with some bars missing from certain rows. The lengths of the bars range from very short segments to long, continuous spans across the width of the frame. The positions of the bars are irregular, with some appearing in pairs or small groups and others standing alone. The overall effect is a abstract, minimalist, or experimental visual style.

## **END ATTORNEYS' EYES ONLY TREATMENT**

Discovery in this litigation is ongoing. Ryanair expressly reserves the right to supplement or amend its response as discovery progresses including, during or as a result of expert discovery.

**INTERROGATORY NO. 24:**

Identify all information that is obtained through creating an account on myRyanair or by purchasing a ticket from Ryanair's Website.

Dated: October 6, 2023

Respectfully submitted,

**KRATZ & BARRY LLP**

/s/ R Touhey Myer

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

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RYANAIR DAC,	:	
	:	C.A. No. 1:20-cv-01191-WCB
<i>Plaintiff,</i>	:	
v.	:	
BOOKING HOLDINGS INC.,	:	
BOOKING.COM B.V., KYAK SOFTWARE	:	
CORPORATION, PRICELINE.COM LLC,	:	
and AGODA COMPANY PTE., LTD.,	:	
<i>Defendants.</i>	:	
	:	

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**CERTIFICATE OF SERVICE**

I, R Touhey Myer, hereby certify that on October 6, 2023, a copy of the foregoing *Plaintiff, Ryanair DAC's Third Supplemental and Amended Responses to Defendants' Second Set of Interrogatories* was caused to be served upon the following counsel of record via electronic mail:

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Dated: October 6, 2023

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# EXHIBIT 24

**PUBLIC VERSION -  
CONFIDENTIAL MATERIAL OMITTED IN FULL**

# EXHIBIT 25

**PUBLIC VERSION -  
CONFIDENTIAL MATERIAL OMITTED IN FULL**